

Oelwein CSD

Oelwein Support Staff Assn./ISEA

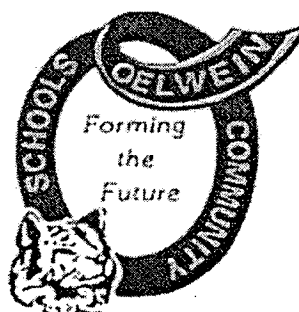
7/1/2006 6/30/2008

2006 - 2008

Master Contract

OELWEIN COMMUNITY

SCHOOL DISTRICT



OSSA

Oelwein Support Staff Association

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ARTICLE I

Recognition

Section A. The Board of Directors of the Oelwein Community District, hereinafter referred to as the Board recognizes the Oelwein Support Staff Association as the sole and exclusive negotiating agent for all full time support staff and regular part-time support staff under contract including food service, custodians, secretaries and associates/paraeducators, except bus drivers who are excluded.

ARTICLE II

Probationary Employees

Section A. Definition.

A new employee is one hired with a view of filling a regular position, and one who, before being advanced to the status of a regular employee in such classification must undergo a period of probation of not more than three (3) months during which time their qualifications for work can be determined. This employee is prohibited from filing a grievance.

ARTICLE III

Grievance Procedures

Section A. Purpose.

The purpose of this article is to provide for a mutually acceptable method of the prompt and equitable settlements of employee grievances and disputes over the interpretation and application of this agreement. The Employer, the Association, and the employees shall attempt to resolve informally or at the earliest possible stage all grievances.

Section B. Definition.

1. *Grievance* – A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. *Aggrieved Party* – An “Aggrieved Party” is the person or the Association making the complaint.

Section C.

Every employee and/or the Association covered by this Agreement shall have the right to present grievances in accordance with these procedures.

Level I – An aggrieved party shall first discuss the alleged grievance with the building supervisor with the objective to resolving the matter informally. Such action shall be taken within 12 school days of the event, giving rise to the alleged grievance.

Level II – If the grievance cannot be resolved within eight (8) school days from the first date of the informal conference, the aggrieved party may file the grievance with the building supervisor on forms provided by the superintendent. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and superintendent within seven (7) school days after receipt of the written grievance.

Article III - Grievance Procedures (cont'd)

Level III – In the event a grievance has not been satisfactorily resolved at Level II, the aggrieved party shall file within five (5) school days of the supervisor's written decision at Level II, a copy of the grievance with the grievance committee comprised of two (2) Association members and the aggrieved party, two (2) School Board members and two (2) Administrators of which one will be the Superintendent. Within ten (10) days the grievance committee will meet with the aggrieved party to discuss the grievance. Within five (5) days of the grievance committee meetings, if the grievance is not resolved, the aggrieved party and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) school days of the meeting between the superintendent and the aggrieved party and communicate it in writing to the employee and supervisor.

Level IV – If the grievance is not resolved satisfactorily at Level III, there shall be available a fourth level or impartial arbitration. The aggrieved party may submit, in writing, a notice to the superintendent within 30 days from receipt of the Level III answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within seven days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Section D.

If the Association is dissatisfied with decisions reached by either Level II or III, the Association may carry the grievance to the next level. In this event, the original aggrieved party shall be bound by the decision.

Section E.

Expenses for the arbitrator's services shall be borne equally by the school district and the Association.

Section F.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and aggrieved and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

Section G.

Any aggrieved party or administrator may be represented at all stages above Level I of the grievance procedure by himself, legal counsel, or, at his option, by representatives selected or approved by the Association, when an employee is not represented by the Association, the Association shall have the right to be present at all levels above Level I as the party of interest.

Article III - Grievance Procedures (cont'd)

Section H.

The failure of an aggrieved party to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the aggrieved party to proceed to the next step.

Section I.

Time limit may be extended by mutual agreement.

Section J.

In the event a grievance is filed so late in any school year that adherence to the time limit may result in hardship to any party, the administration shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible. Grievances submitted between June 1st and August 25th shall adhere to the same time schedules, providing the administrator at each step is under contract during the required grievance time schedule.

Section K.

The aggrieved party may choose to drop the issue at any time, subject to Section D.

Section L.

Days shall be determined by counting the first school day following the day on which the decision was rendered or grievance was filed.

ARTICLE IV Dues Check-Off

Section A.

An employee who is a member of the Association, or who has applied for membership may authorize the Board to make a dues check-off of current dues. The employee must voluntarily execute an authorization for check-off dues form.

Section B.

The Association shall handle all membership enrollment procedures. Any employee who is a member of the Association or who has applied for membership may sign a notice authorizing payroll deduction of union dues. The Association will provide a list of the names, including the individual live signature of authorization (said authorization shall be done once and shall remain continuous until said person terminates employment or association membership) and dollar amount for union dues deductions. The list shall be submitted to the Business Manager on or before September 25 each year.

Section C.

The Board shall deduct one sixteenth of the current dues from the regular salary check of the employee for eight months, beginning in October and ending in May of each year. Authorization forms for dues check-off that are received after October 1st will be deducted on a pro-rated basis of the remaining months of employment through the following May.

ARTICLE IV – Dues Check-Off (cont'd)

Section D.

Annual authorized dues check-off shall continue in effect for that year unless terminated by the employee. Termination notice shall be given in writing, at least thirty (30) days in advance to the Business Manager.

Section E.

The Board shall transmit to the Association the total monthly deductions once each month within ten (10) working days of the issuance of the employees' payroll.

Section F.

The Association agrees to indemnify and hold harmless the Board, each individual board member and all administrators, against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provision in the agreement between the parties for dues check-off.

ARTICLE V Wages

Section A.

All classifications in the support group bargaining unit will receive an increase of sixty-five cents (\$.65) per hour.

All Paraeducators in the support group will receive an additional twenty-five cents (\$.25) per hour for the 2006-2007 contract year.

All Night Custodians in the support group will receive an additional ten cents (\$.10) per hour for the 2006-2007 contract year.

Official documentation of certification from the Iowa Department of Licensure must be filed with the Central Office prior to September 10th if a salary adjustment / reclassification to Paraeducator is to be initiated for that year. All Teacher Associates that present this documentation prior to the September 10th date will have a new contract issued and will receive the additional Paraeducator wages.

Teacher Associates may also qualify as Paraeducators in the Oelwein Community School District by filing all official transcripts and official documentation of completion of requirements with Central Office prior to September 10th. All Teacher Associates that present this documentation prior to the September 10th date will have a new contract issued and will receive the additional Paraeducator wages.

NOTE: Teacher Associates may qualify for certification as a Paraeducator in the Oelwein Community School District by meeting one of the following options and meeting all of the filing requirements outlined in this section.

Options for approval include the following: (1) *completed two years of study at an institution of higher education; or (2) obtained an associate's (or higher) degree; [section 1119 (c) and (d)].*

Section B.

New employees shall receive credit for previous experience at the discretion of the Superintendent.

Section C. Method of Payment - Pay Periods.

Full time employees shall be paid semi-monthly in twenty-four (24) equal installments on the fifth and twentieth of each month. Part-time employees shall be paid as per the above.

Full time employees shall receive their checks at their regular building and on regular work days. If the regular pay day falls on a Saturday, Sunday or holiday, payments shall be on the preceding work day. Part-time employees will make arrangements for receipt of checks with the immediate supervisor.

Section D.

Increments will be given to employees following the completion of five years of service as follows:

5-8 years.	3 cents	17-20 years.	9 cents
9-12 years.	5 cents	21-23 years.	11 cents
13-16 years.	7 cents	24-26 years.	13 cents

ARTICLE VI
Supplemental Pay

Section A. Expense of Traveling Employees.

1. Employees who may be requested to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of thirty-five (\$.35) cents per mile for any miles incurred above the round trip distance from their home to their base school. The base school shall be the school at which the majority of their time is spent. When this time is equal, the base school shall be the school nearest his home.
2. The same allowance shall be given for use of personal cars for other business of the district when required by the administration.
3. When authorized by the administration the Board shall reimburse employees for meals and lodging expenses incurred while on field trips, conventions or conferences and other business. Registration fees for such conferences and conventions shall be reimbursed.
4. Forms for filing mileage and expense claims shall be furnished by the District.

ARTICLE VII
Insurances

Section A.

The selection of the insurance carrier and policy shall be made by the school board after consideration of the recommendation from the Association.

Section B.

The following Health and Medical Insurance for full time and half time employees shall be approved by the board.

1. Basic Hospital expense benefit-pays for 365 days of semi-private care per confinement. (No deductible).
2. Basic Surgical expense benefit – Usual, customary and reasonable.
3. Basic Medical expense benefit – pays for 365 days of in-hospital medical care.
4. Major Medical expense coverage: Unlimited per member per benefit or lifetime \$100 deductible per member per benefit period. \$200 in deductibles per family per benefit period, daily room and board charges. 80-20 co-insurance (20 percent covered expenses paid by member, 80 percent paid up to the first \$2,000 on a single contract, or \$2,000 on a family contract. 100 percent thereafter). According to conditions set forth in the present plan for the 2006-2007 school year.

The Board's contribution shall not exceed \$707.35 per month toward the premium for individual coverage for each full time employee and \$498.00 per month for each half time employee who qualifies or the established premium for individual coverage.

5. Employees with single insurance coverage will have the option to apply the board contribution (the cost of the single insurance, not to exceed \$707.35 / month) to any Plan that qualifies for a HSA. The difference in the board contribution for the plan and the premium for the plan selected by the employee would be invested in a Health Savings Account for the employee up to a maximum of the total deductible for that plan.

Section C. Eligibility

1. A full time employee means an employee who works a minimum of thirty (30) hours per week. A half time employee means an employee who works a minimum of twenty (20) hours and a maximum of twenty-nine (29) hours per week.
2. Each full and half time employee employed before the effective date of this contract is eligible to enroll for contract benefits on the effective date of this contract. If such full-time employee does not enroll at the time of the original enrollment of the group, the employee is eligible to apply: (a) at the first regular reopening of the group, or (b) with medical underwriting.
3. New, full and part time employees are eligible to apply; (a) within thirty calendar days following date of employment. Such application must be received by carrier no later than the 90th day of employment or (b) at the first regular reopening of the group after date of employment, or (c) with medical underwriting.

Section D.

The following Disability, Term Life and A.D.& D. insurance for full-time employees only shall be provided by the board.

1. Disability (1) Sixty percent of wage or salary not to exceed \$1,500 monthly. (2) Monthly benefits shall be paid commencing with the 61st continuous day of disability due to accidental bodily injury or the 61st continuous day of disability due to sickness.

Section D. (cont'd)

2. Term Life, A.D.& D. (1) \$16,000 Term Life Insurance; (2) \$16,000 A.D.& D. Insurance.

The Board's contribution shall be the full cost of the employee's premium for the 2006-2008 contract for individual coverage for each full time employee who qualifies and that this amount shall be the district's premium.

Section E. Duration of Insurance Contribution

1. An employee presently employed is eligible for school board contribution as provided in this article as long as the employee is compensated by the school board.
2. New employees may elect to obtain such coverage for the month of hire by completing an enrollment card and presenting such to the superintendent on or before the first of the following month.

Section F

Claims against the school district: It is understood that the school board's only obligation is to purchase an insurance policy and pay such amount as agreed to herein and no claim shall be made against the school board as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VIII Leave of Absence

Section 1

Public school employees are granted leave of absence for personal illness or injury with full pay in the following minimum amounts:

1. The first year of employment. 10 days pro-rated
2. The second year of employment. 11 days on length
3. The third year of employment. 12 days of service
4. The fourth year of employment. 13 days
5. The fifth year of employment. 14 days
6. The sixth and subsequent years of employment. 15 days

Section A.

Regulations and procedures are as follows:

1. The unused days shall be cumulative to a maximum of 135 days. No employee shall lose any days already accumulated prior to the 1989-1990 school year.
2. The accumulation of days shall apply only to consecutive years of employment in the Oelwein Community School District. Leaves granted by the Board shall be considered consecutive years of employment.
3. The employee shall notify the superintendent in advance in cases where the employee knows the illness will result in temporary disability of more than ten school days.
4. A physician's statement of specific complications when the period of temporary disability exceeds thirty-five calendar days, shall be submitted on a form provided by the employer.

Section A (cont'd)

5. Illness or hospitalization that can be deterred for medical attention to non-contract times shall not be covered by this personal illness and temporary disability article. This shall be in the judgment of the employee's physician.
6. The school board may require such reasonable evidence as it may desire confirming the necessity for any such leave.
7. Any employee found guilty of abusing the sick leave provisions contained in the Agreement shall automatically have his/her sick leave benefits subject to discipline and or discharge by the Board of Education.
8. Support staff employees will be granted leave of absence for illness of a parent, spouse or child in the following amounts: Three days the first year and two days per year thereafter to a maximum of five days.

Section B. Notification of Accumulative Sick Leave

Employees shall be given a personal copy of a written accounting of accumulated sick leave days no later than September 1st, of each school year.

Section C. Extended Sick or Disability Leave Without Pay

An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall upon request be granted a leave of absence without pay until the end of the school year in which sick leave has been exhausted or for the duration of such illness or disability. The board shall grant extended leave for whichever is the least amount of time.

Section D. Personal Leave

Leave with pay shall be approved or disapproved subject to the following guidelines:

1. All employees shall be entitled to a maximum of two days per year and it shall be non-cumulative. Leave with pay shall be approved or disapproved subject to the following guidelines.
 1. Employees are entitled to paid leave at the same ratio as their employment.
 2. No explanation of the leave is required.
 3. Employee's request shall be submitted to the building supervisor three school days prior to the day requested, unless reason for the request is for funeral or family illness. The time requirement may also be waived by the superintendent in the event of other emergency situations.
 4. Total staff requested leave under this Article in any one building shall not exceed two staff members of that building.
 5. Personal leave shall not be used the days immediately preceding or following a holiday or vacation.
2. Employees request shall be submitted to the building principal three school days prior to the day requested, unless reason for the request is for funeral or family illness. This time requirement may also be waived by the superintendent in the event of other emergency situations.
3. Total staff requested leave under this Article in any one building shall not exceed two staff members of that building.

Section D. Personal Leave (cont'd)

4. Personal leave shall not be used the days immediately preceding or following a holiday or vacation.

Section E. Jury Duty or Court Appearances

1. Any employee called for jury duty or subpoena court appearances during school hours shall be permitted to be absent without loss of pay and without charge against leave.
2. Any compensation shall be reported to the employer and the salary of the employee shall be reduced in the amount the employee received for jury service.
3. No such payment will be made to an employee for such service on any day the employee would not have worked for the school district.

Section F. In-Service

1. Request for in-service leave must be made in writing and approval secured from the principal and superintendent.
2. In-service leave will be granted at the discretion of the superintendent.
3. In-service leave shall be used for the purpose of visitation to view other techniques or programs in other school districts, or for conferences, workshops, or seminars conducted by colleges, universities, or the State of Iowa.

Section G. Bereavement

1. Employees will be permitted up to five (5) days leave without pay deduction for attending the funeral and making necessary arrangements in the event of the death of a parent, spouse, child or grandchild.
2. Up to three (3) days will be allowed for attending the funeral and making necessary arrangements in the event of death of other members of the immediate family to include; mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, and son-in-law.
3. Two (2) days will be allowed for attending the funeral and making the necessary arrangements in the event of death of a grandparent.
4. Funeral leave of absence is not applicable while employee is on vacation, sick leave or a holiday.
5. One day will be allowed to attend the funeral of any acquaintance not identified above.

Section H. Association

Up to four (4) days total for the association shall be available for representatives of the Association to attend local and state affiliated organizations. The representatives shall receive their regular pay.

(Individual employees that might be honored with state recognition will receive one (1) Association Leave Day to be present for this honor in addition to the scheduled days available)

ARTICLE IX

Unpaid Leave

Section A

Other leave without pay may be granted subject but not limited to the following guidelines:

1. Unpaid leave shall be at the discretion of the superintendent and he/she shall use the following things as a guide for approving or disapproving leave:
 - a. Attending an event that spouse is attending providing the activity is closely related to spouse's employment.
 - b. Total days employee has already missed work.
 - c. Two days of personal leave have been used and following the guidelines in Section D.
 - d. Employee request shall be submitted to the building principal three school days prior to the day requested.

Section B. Co-ordination of FMLA Leave

The provisions of the Family and Medical Extended Leave Act are hereby incorporated into this Agreement by this reference. (Sick leave shall be applicable to FMLA Leave and run concurrently). This inclusion shall in no way reduce or adversely impact any other provisions of or practices under this Agreement.

ARTICLE X

Holiday Pay

1. Each employee whose work schedule includes thirty (30) hours per week or more and is a twelve month employee shall receive the following paid holidays:
 1. Independence Day or day observed
 2. Labor Day
 3. Thanksgiving Day
 4. Friday after Thanksgiving
 5. Christmas or day observed
 6. New Year's or day observed
 7. Washington's Birthday
 8. Good Friday
 9. Memorial Day
- 1A-All employees will receive Thanksgiving, Friday after Thanksgiving, Christmas and New Year's or day observed as such with pay for the number of hours in their normal work day.
2. Food service employees, aides and secretaries are granted eight (8) paid holidays – the same as above excluding July 4th. Full time custodians will receive Washington's Birthday.
3. All employees must work the working day prior and working day immediately following the holiday to qualify for paid holiday compensation. Exceptions are situations where employees have been on a viable sick leave, granted bereavement day(s), a granted unpaid day, or granted a vacation and a holiday falls during that time. Upon returning to work, medical verification will be presented to the Superintendent's office.

ARTICLE XI

Vacations

Vacations: Only twelve month employees are entitled to vacations with pay and it shall be according the following schedule:

Service completed by June 30

From 0 to 5 months

Six months to 1 year

2 years through 9 years

10 years and over

After completing 16 years of service by June 30 you get

17 years of service

18 years of service

19 years of service

20 years of service

Vacation

None

Pro-ration of 5 days

10 days

15 days

16 days

17 days

18 days

19 days

20 days

Employees contracted for the first time after July 1 shall receive appropriate accumulative vacation on a pro-rated basis up through June 30th. Approval for use of vacation days shall be at the discretion of the superintendent. Vacation days must be used some time during the next fiscal school year or days shall be lost. Employees that terminate their employment with the district shall give 30 calendar days notice before they are entitled to any vacation days. If a 30 day notice is given, employees vacation will be given on a pro-rated basis. Accumulative vacation days shall be paid after completion of 30 days notice or earlier if an earlier termination day is mutually agreed to.

Twelve month employees will be allowed to take seven days of their vacation during the student school year providing they have received prior approval from the Superintendent of Schools. Not more than one employee from the district can be gone at the same time.

Support staff may use up to four days of their vacation, one or two days at a time providing they give their supervisor five working days notice. Final approval will be granted by the supervisor and the Superintendent of Schools. These one or two days cannot follow a regular weeks vacation during the school year. These days cannot be used immediately before or after a holiday.

ARTICLE XII

Employee Hours

Section A. Normal Work Schedule

The work week for full time employees shall be forty (40) hours, exclusive of lunch breaks, worked in five (5) consecutive days, within a seven day period.

Alternative work schedules may be assigned by the district.

The work day for full time employees shall be eight (8) consecutive hours, exclusive of the lunch break. Starting and ending of shifts shall be established and communicated to employees. The district retains the right to schedule hours, but will not temporarily reschedule normal working hours to avoid overtime provisions of the Agreement.

Section A. Normal Work Schedule (cont'd)

Custodial and maintenance employees may have scheduled working hours adjusted as deemed necessary by the superintendent or his/her designee.

The hourly and weekly work schedules for part-time employees shall be established and set out in the individual contract.

Section B. Break

Each employee shall have a 30 or 60 minute lunch period, determined by the employer, scheduled around the middle of the work day. Each night employee shall receive a paid duty-free lunch time of 20 minutes during the working day. The lunch period shall be assigned by the immediate supervisor. Each employee shall be permitted one 15 minute break taken near the middle of the first half of the day and one 15 minute break taken near the middle of the second half of the day. Part-time employees shall be permitted one 15 minute break during any four consecutive hours of work. Breaks will be scheduled by the immediate supervisor.

Section C. Overtime

Overtime is defined as all hours worked in excess of forty (40) hours in any one week. Overtime will be assigned by the immediate supervisor and may fluctuate daily.

Food service workers who work before or after their regular scheduled day, preparing food for outside organizations will receive time and a half pay.

Paid leave shall count toward hours worked for purposes of calculating the forty (40) hours per week.

ARTICLE XIII Procedures for Staff Reduction

Section A

Whereas the establishment and maintenance of a harmonious, cooperative relationship between the Board of Education and its support staff is essential to the operation of the schools, it is the purpose of this procedure to secure a reduction of staff policy for the Oelwein Community School.

Section B. Coverage

All non-certified personnel.

Section C. Seniority

Definition: Seniority shall be defined as the number of consecutive years accrued employee experience within the Oelwein Community School District. Seniority goes by the hire date. When employees are equal in years of service, their seniority shall be determined by their most recent hire date.

Section D. Termination

Definition: When the contract of one or more employee is to be terminated, in full or part-time, due to reduction of staff.

Section E. Classification

Definition: A classification area shall be as follows:

K-12 – Custodial, secretarial, clerical aides, health associates, sign language interpreter and food service.

K-5 Teacher Associates / Paraeducators

6-12 Teacher Associates / Paraeducators

Section F. Termination Procedure

The following criteria shall be followed in reduction of staff:

1. Those employees in the school district on three (3) month probation shall be terminated first.
2. Employees in the classification area affected and with the least accrued seniority in the school district shall be terminated second.
3. In situations that apply, if the preceding criteria has not been determined who shall be reduces, then the employee employed at the lowest fractional equivalent of full time employment as state on the individual contracts, shall be reduced first.
4. If a tie still exists after application of all preceding criteria, then the final decision shall be based on the superintendent's discretion.
5. Persons who will not receive contracts for the following school year, or who will be contracted for fewer contract days or hours per day, will be notified of such reduction not later than July 1.
6. In the event employment in a bargaining unit position becomes available, all persons who have been terminated from employment under these staff reduction procedures shall be notified of the employment.
7. In the event that a student leaves the system that required a one-on-one teacher associate/paraeducator, that associate/paraeducator position can be terminated immediately. The associate/paraeducator within the job classification area with the least seniority will be reduced first.

Notification will be by certified mail to the last address provided the employer by the person terminated through these procedures.

A copy notice shall be provided to the Organization.

Persons who are qualified to perform the duties of the available position(s) shall then have ten (10) calendar days from the date of mailing of the notice in which to respond in person or in writing and an additional three (3) days to report to work. Failure to respond shall be deemed to have refused the position.

8. Re-employment under these recall provisions shall be in reverse order of termination.
9. A person terminated pursuant to these procedures shall remain on the recall list for two (2) years.

Section F. Termination Procedure (cont'd)

10. Persons re-employed under recall rights shall have accumulated sick leave and seniority as of the date of termination restored. Any employee re-employed shall be reinstated on the next step of the salary schedule above the one at which they were terminated.

Section G. Accrued Seniority

1. Seniority shall accrue only for consecutive years of service in the Oelwein Community School District based on date of hire. Leaves granted by the Board shall not affect accumulated seniority, but seniority shall not be accrued for the period of the leave.
2. Seniority will be accrued as follows:

Full time: 30 hours plus – 1 year
Full part-time: 20 – 29 hours – $\frac{3}{4}$ year
Part-time: 0 - 19 hours – $\frac{1}{2}$ year

ARTICLE XIV Evaluation Procedure

Section A. General Provision

Within four (4) weeks after initial employment of new assignment, the appropriate supervisor or administrator shall acquaint each new employee under his/her supervision with the evaluation procedure. No evaluation shall take place until this has been done. The purpose of the orientation is to achieve mutual understanding of the evaluation procedures.

Section B. Formal Evaluation Procedures

The immediate supervisor or administrator shall evaluate each employee formally in writing.

1. Observation – Each formal written evaluation shall be preceded by actual on-site performance observations.
2. Conference and Copy – A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the immediate supervisor. A copy signed by both parties shall be given to the employee. The employee's signature does not mean agreement with the evaluation, but rather awareness of the content. No employee shall be required to sign a blank or incomplete evaluation form.
3. Responses – If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

Section C. Personnel File Review

In the event the Personnel Director or his/her designee is absent from his/her office, employees shall give two (2) days notice to examine the employee's file. Otherwise each employee shall have the right during the workday to review and reproduce the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.

Section D. Personnel File Contents

Any communications concerning a unit member will be called to the unit member's attention in writing when placed in his/her personnel file.

Section E. Past Evaluation

In any proceeding in which the School District attempts to use past evaluations to justify adverse action taken against an employee, including such adverse action as withholding of a step increase, suspension, termination, layoff, placement on probation, etc., the employee or the exclusive bargaining representative may challenge the fairness and accuracy of such past evaluations.

All timelines as they pertain to filing a grievance are hereby waived in regards to challenging past evaluations once adverse action is taken by the School District. In the arbitration proceeding, the School District has the absolute burden of proof by a preponderance of the evidence to prove the fairness and accuracy of such past evaluations made by the evaluator.

ARTICLE XV Voluntary Transfer

Section A. Definition

The assignment of an employee to a different job within their classification, different job classification or building shall be considered a voluntary transfer.

Section B. Notification of Vacancies

1. Date. The Superintendent shall post on all official employee bulletin boards a list of vacancies which occur during the fiscal year upon knowledge of vacancies. The Superintendent will notify the Association president of any vacancies during the summer. The Superintendent will also notify the Association president when new employees are hired.
2. Filing Requests. Employees who desire a transfer shall file a written statement of such desire with the Superintendent. Such statement shall include the job, job classification, or building to which the employee desires to be assigned in order of preference.

Section C. Procedures

In the processing of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with requirements for the District for qualified staff. The Superintendent shall be the judge of applicants' qualifications for the position. If more than one qualified employee (i.e., meeting the qualifications listed in the posting) has applied for the same position, the transfer decision shall be made on the basis of relative competence, training and seniority. Should no present employees apply for a vacancy or should no employee applicant be qualified, the district may hire and assign from outside the present employees. However, present employees, following the application procedure above, shall have first opportunity for transfer. Notice of the denial of a voluntary transfer request shall be delivered to the employee, with a copy to the Association, immediately upon making the decision which shall include a specific statement of the reasons for the denial.

ARTICLE XVI

Involuntary Transfer

Section A. Definition

The assignment of an employee to a different building or job within their present classification shall be considered an involuntary transfer when the vacant position cannot be filled pursuant to Section C in Article XV, Voluntary Transfer.

Section B. Notice

Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical or not normally later than July 1.

Section C. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent of Schools at which time the employee shall be given written reason(s) of the transfer.

ARTICLE XVII

Physical Fitness

Section A. Physical Fitness – New Employees

All new employees are required to prove evidence of physical and mental fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, prior to receiving their first paycheck. Such evidence shall be limited to a statement from a licensed physician of the employee's choice. The employer shall pay up to \$27.50 for the cost of such examination and up to \$22.00 for cost of chest x-ray for employees who are reactors to TB tine test.

Section B. Physical Fitness-Continuing Employees

~~All continuing employees shall present evidence of physical and mental fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, once every three (3) years. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's fitness. The employer shall advise the employee when such examination is necessary.~~ The employer shall pay up to \$27.50 for the cost of such examination and up to \$22.00 for cost of chest x-ray for employees who are reactors to the TB tine test. The employer may require subsequent examination when in its judgment such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee and the employer shall pay the cost of such examination. Examining physician shall submit a certificate of fitness as provided in Section A.

ARTICLE XVIII

Safety Provisions

Section A

Where the Board requires employees to wear special protective clothing or safety devices for the performance of their work, it will furnish the equipment without cost to the employee in accordance with the practices now prevailing. When such equipment is furnished, the employees will cooperate with the Board to see that the same is properly worn and used, and is properly cared for.

ARTICLE XIX

Payroll Deduction

Section A

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, group insurance and the United Way.

ARTICLE XX

Association Rights

Section A. Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities for meetings at all reasonable times provided that such business does not interfere with or interrupt whatsoever the instructional program and related work activities of the school program.

Section B. Use of Equipment

The Association and its members shall have the right to use school equipment including but not limited to typewriters, duplication equipment, calculating machines, email and all types of audio-visual equipment during non-student contact time also provided that such use does not interfere with or interrupt whatsoever the instructional program or related work activities to the school program. Such use will be approved and scheduled by the building principal.

The association shall pay for the reasonable costs of all materials and supplies incident to such use.

Section C. Communications

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. The Association and unit members may use the district mail service and employee mail boxes for communication provided the building principals receive a copy of all non-Association and non-educational materials disseminated through the mail boxes.

Section D. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that such visits do not interfere with or interrupt whatsoever the instructional program and related work activities of the employees.

ARTICLE XXI

Separability and Duration

Separability

If any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections or clauses shall remain in full force and effect.

Printing

Copies of this agreement shall be printed by the Board and the expense shall be shared equally by both parties. The agreement shall be presented to all employees now employed and hereafter employed. The Board shall provide the Association with ten (10) additional copies.

Duration

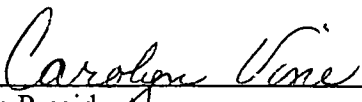
This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2008.

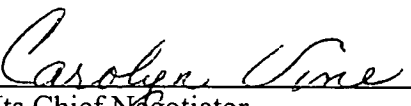
(Total package agreement for the 2007-2008 contract year will be 4.2%. Parties will reconvene on or before March 15, 2007 to establish the insurance and hourly increase for 2007 – 2008).

SIGNATURE CLAUSE

In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the eighth day of March, 2006.


Association


By Its President


By Its Chief Negotiator

Board of Education


By Its President


By Its Chief Negotiator